

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Deer Stags Concepts Inc., formerly known as Deer Stags, Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State
☐ Other: _____

Citizenship (see guidelines) New YorkExecution Date(s) May 16, 2012Additional names of conveying parties attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)

☐ Yes

Additional names, addresses, or citizenship attached?

☒ NoName: Wells Fargo Trade Capital Services, Inc., formerly known asCentury Business Credit CorporationInternal
Address: _____Street Address: 100 Park AvenueCity: New YorkState: New YorkCountry: USAZip: 10017

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Amendment To Trademark Collateral Security
 Agreement recorded on 7/17/2008 with the USPTO at
 Reel/Frame 3817/0728

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☒ Corporation Citizenship New York
☐ Other ☐ Citizenship

If assignee is not domiciled in the United States, a domestic
 representative designation is attached. ☐ Yes ☒ No
 (Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) SEE SCHEDULE A
ANNEXED HERETOB. Trademark Registration No.(s) SEE SCHEDULE A
ANNEXED HERETOAdditional sheet(s) attached? ☒ Yes ☐ NoC. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)
SEE SCHEDULE A ANNEXED HERETO5. Name address of party to whom correspondence
concerning document should be mailed:Name: Susan O'BrienInternal Address: CT Lien SolutionsStreet Address: 187 Wolf Road - Suite 101City: AlbanyState: New YorkZip: 12205Phone Number: 800-342-3676Fax Number: 800-962-7049Email Address: cls-uds@albany@wolterskluwer.com6. Total number of applications and
registrations involved:22

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$565.00

- ☒ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

a. Credit Card

Last 4 Numbers 1640Expiration Date 10/13

b. Deposit Account Number _____

Authorized User Name: _____

9. Signature: _____

Signature

Ikhwan A. Rafeek
 Name of Person Signing

Date

5/17/12
 Total number of pages including cover
 sheet, attachments, and document, 8

OP \$540.00 4047010

SCHEDULE A
TO
RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS

REGISTERED TRADEMARKS

Serial Number	Reg. Number	Word Mark
<u>85222655</u>	<u>4047010</u>	<u>DETOUR</u>
<u>85418904</u>		<u>NO SOX</u>
<u>85010470</u>	<u>3967653</u>	<u>STEPMASTER</u>
<u>85094286</u>	<u>3963666</u>	<u>GET A GYM-FREE WORKOUT. REALLY.</u>
<u>78796009</u>	<u>3440641</u>	<u>GLIDERS</u>
<u>78952496</u>	<u>3346298</u>	<u>OH...DEER!</u>
<u>78796023</u>	<u>3192855</u>	<u>DURAFLIGHT TECHNOLOGY</u>
<u>77945280</u>	<u>3905678</u>	<u>ROCKADELIC</u>
<u>77773673</u>	<u>3808380</u>	<u>DURACUSHION</u>
<u>77721425</u>	<u>3730865</u>	<u>S.U.P.R.O. SOCK SUPER UNDERFOOT PEDORTHIC RADICAL ORTHOTIC</u>
<u>77233907</u>	<u>3432475</u>	<u>OH...DEER!</u>
<u>77205372</u>	<u>3381128</u>	<u>KENTECH</u>
<u>77169477</u>	<u>3395638</u>	<u>SLIPPEROOZ</u>
<u>77150578</u>	<u>3387927</u>	<u>SEBASTIAN RAPHAEL</u>
<u>77128816</u>	<u>3656339</u>	<u>RED CARPET COLLECTION</u>
<u>77061011</u>	<u>3287743</u>	<u>DEER HEAD DESIGN</u>
<u>77061007</u>	<u>3252841</u>	<u>DEER STAGS</u>

<u>77061004</u>	<u>3252840</u>	<u>S.U.P.R.O.</u>
<u>77061000</u>	<u>3252839</u>	<u>SOFT STAGS</u>
<u>77054337</u>	<u>3252835</u>	<u>DEER STAGS</u>
<u>77010771</u>	<u>3352997</u>	<u>PLEX</u>
<u>73300283</u>	<u>1219203</u>	<u>GLEN</u>

**AMENDMENT TO
TRADEMARK COLLATERAL SECURITY AGREEMENT**

AMENDMENT TO TRADEMARK COLLATERAL SECURITY AGREEMENT (this "Amendment"), dated May 16, 2012, by and between DEER STAGS CONCEPTS INC., formerly known as Deer Stags, Inc. ("Debtor"), and WELLS FARGO TRADE CAPITAL SERVICES, INC., formerly known as Century Business Credit Corporation ("Secured Party"). All capitalized terms used herein which are not defined shall have the meanings given to such terms in the Trademark Security Agreement (as hereinafter defined).

W I T N E S S E T H:

WHEREAS, Debtor and Secured Party are parties to the (i) Trademark Collateral Security Agreement, dated January 20, 2003 (as the same now exists or may hereafter be amended, modified, supplemented, renewed, restated or replaced, the "Trademark Security Agreement") and (ii) Trademark Assignment of Security, dated January 20, 2003, and recorded by the Assignment Division of the U.S. Patent and Trademark Office on July 17, 2008 at Reel/Frame 3817/0728 (the "PTO Assignment"), which such PTO Assignment recorded Secured Party's security interest in the Trademarks with the U.S. Patent and Trademark Office;

WHEREAS, pursuant to the Trademark Security Agreement, Debtor has, among other things, granted to Secured Party a security interest in certain present and future Trademarks and Trademark applications of Debtor, together with certain related assets, and has agreed to execute and deliver to Secured Party all agreements and documents as requested by Secured Party to evidence the security interests of Secured Party therein;

WHEREAS, Debtor has certain additional Trademarks and/or Trademark applications registered or filed with the U.S. Patent and Trademark Office which are not reflected in the Trademark Security Agreement; and

WHEREAS, Debtor and Secured Party now wish to amend the Trademark Security Agreement to include such additional Trademarks and Trademark applications.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor and Secured Party hereby agree as follows:

1. Amendment to Trademark Security Agreement.

(a) Without limiting any of the Collateral otherwise described in the Trademark Security Agreement, Exhibit A to the Trademark Security Agreement is hereby amended to include, in addition and not by way of limitation, the Trademarks and Trademark applications described in Exhibit A attached hereto (such Trademarks and Trademark applications described on Exhibit A hereto being referred to herein as the "Additional Trademarks").

(b) All references to the term "Collateral" in the Trademark Security Agreement shall be deemed and each such reference is hereby amended to include, in addition and not in limitation, all of the Additional Trademarks and the other assets described in Section 2 of this Amendment.

(c) All references to the term "Trademarks" in the Trademark Security Agreement shall be deemed and each such reference is hereby amended to include, in addition and not in limitation, the Additional Trademarks.

2. Confirmation of Grant of Security Interest. Without limiting the grant of the security interest or collateral assignment to Secured Party set forth in Section 2 of the Trademark Security Agreement or any other provisions thereof, Debtor hereby confirms, reaffirms and restates its prior grant to Secured Party, and hereby grants to Secured Party a continuing security interest in and a general lien upon, and a conditional assignment of, the following: (a) all of Debtor's now existing or hereafter acquired right, title, and interest in and to: (i) the Additional Trademarks, together with all rights and privileges arising under applicable law with respect to Debtor's use of the Additional Trademarks, and all reissues, extensions, continuation and renewals thereof and (ii) all prints and labels on which the Additional Trademarks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (b) the goodwill of the business symbolized by each of the Additional Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Additional Trademarks; (c) all income, fees, royalties and other payments at any time due or payable to Debtor with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (d) all present and future license and distribution agreements (subject to the rights of the licensors therein) pertaining to the Additional Trademarks; (e) the right to sue for past, present and future infringements thereof; (f) all rights corresponding thereto throughout the world; and (g) any and all other proceeds of any of the foregoing, including, without limitation, all damages and payments or claims by Debtor against third parties for past or future infringement of the Additional Trademarks.

3. Representations, Warranties and Covenants. All of the representations, warranties and covenants with respect to the Trademarks and the other Collateral set forth in Section 3 of the Trademark Security Agreement shall apply to the Additional Trademarks and other assets described in Section 2 of this Amendment.

4. Effect of this Amendment. Except as expressly amended pursuant hereto, no other changes or modifications to the Trademark Security Agreement or waivers of or consents under any provisions thereof are intended or implied, and in all other respects the Trademark Security Agreement is hereby specifically ratified, restated, and confirmed by all parties hereto as of the effective date hereof. To the extent any term or provision of this Amendment conflicts with any term or provision of the Trademark Security Agreement, the term or provision of the Trademark Security Agreement shall control.

5. Counterparts. This Amendment may be executed in any number of counterparts, but all of such counterparts shall together constitute but one and the same agreement. In making proof of this Amendment, it shall not be necessary to produce or account for more than one counterpart thereof signed by each of the parties hereto. This Amendment may be delivered by telecopier or electronic mail with the same force and effect as if it were a manually executed and delivered counterpart.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Amendment as of
the day and year first above written.

DEER STAGS CONCEPTS INC.

By: 

Name: Dianna H. Muzkat

Title: Exec. VP.

WELLS FARGO TRADE CAPITAL SERVICES,
INC.

By: 

Name: John Brucke

Title: SVP

[Amendment to Trademark Agreement]

EXHIBIT A
TO
AMENDMENT TO
TRADEMARK COLLATERAL SECURITY AGREEMENT
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14	77150578	3387927	SEBASTIAN RAPHAEL
15	77128816	3666339	RED CARPET COLLECTION
16	77061011	3287743	[DEER HEAD DESIGN]
17	77061007	3252841	DEER STAGS
18	77061004	3252840	S.U.P.R.O.
19	77061000	3252839	SOFT STAGS
20	77064337	3252836	DEER STAGS
21	77010771	3352997	PLEX

[Amendment to Trademark Agreement]

22	73300283	1219203	GLEN
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[Amendment to Trademark Agreement]